

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
Fort Lauderdale Division

DVASH AVIATION HOLDINGS, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 0:24-cv-60312-AHS
	)	
AMP LEASING LIMITED	)	
	)	
Defendant.	)	

**UNOPPOSED MOTION TO EXTEND  
DEADLINE TO FILE STIPULATION OF DISMISSAL**

Comes now Dvash Aviation Holdings, LLC (“Dvash” or the “Plaintiff”), by and through undersigned counsel, pursuant to Federal Rule of Civil Procedure 6(b) and Local Rule 7.1(a)(1)(J), and moves this Honorable Court to extend the period of time in which a stipulation of dismissal is to be filed herein, to and through February 28, 2025, and in support thereof states as follows:

Dvash and AMP Leasing Limited (“AMP”) mediated this matter on January 27, 2025 and therein reached the parameters of an agreement that will serve to bring an end to the above-captioned case. Though the Mediation Disposition Report, DE #44, may be construed to suggest said agreement to have been reduced to writing, no such writing was drafted at the time of the mediation and it appears the report simply utilized a form document while circling key verbiage without striking inapplicable verbiage.

The parties have since been working to reduce the agreement to writing, and are cautiously optimistic such will occur in the coming days. However, as of present, there does not exist a form of written agreement that has been consented to by both parties, with drafts being actively exchanged by counsel.

Without speaking to the sum and substance of the terms of the resolution that has been reached in this case, it is reasonably anticipated there will ultimately be filed herein a stipulation of dismissal without prejudice that, upon the passage of a date certain, will become a stipulation with prejudice if there is not first filed either (a) a motion to reopen this case; or (b) a new lawsuit. For self-evident reasons, however, Dvash is reticent to execute such a document until a final settlement agreement is executed by and between the parties hereto.

Undersigned counsel has contacted counsel for AMP regarding the relief requested in this motion and represents that counsel for AMP has no objection to the extension of time requested herein.

WHEREFORE, Dvash respectfully prays this Honorable Court (i) extend the deadline by which to file a stipulation of dismissal, to and through February 28, 2025; and (ii) afford such other and further relief as may be just and proper.

Respectfully Submitted,

THE VERSTANDIG LAW FIRM, LLC

/s/ Maurice B. VerStandig

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*Counsel for Dvash Aviation Holdings, LLC*

*[Certificate of Service on Following Page]*

**Certificate of Service**

I hereby certify that on this 17<sup>th</sup> day of February, 2025, I caused this document to be electronically filed via this Honorable Court's CM/ECF system which, in turn, caused a copy to be served upon:

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/s/ Maurice B. VerStandig  
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